

Extra-Marital Contracts in the *Canterbury Tales*

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Mention Chaucer and extra-marital love to most readers, and they are likely to think of Nicholas and Alisoun of the *Miller's Tale*, Daun John and the merchant's wife of the *Shipman's Tale*, or May and Damyan of the *Merchant's Tale*: lovers with roots in the fabliaux and folk traditions. Extend the topic of illicit love further into the world of courtly love, and they will think of *Troilus and Criseyde*. Rarely, however, do modern readers treat the informal arrangements of lovers as "contracts." Yet promises are a regular feature of Chaucer's tales and are frequently given great emphasis: typically, Chaucer's lovers devote one meeting entirely to arranging the terms of the relationship, while sex is relegated to a later day. The promises are then treated by the participants as binding and reliable. The context of a man and a woman making a verbal contract before engaging in sexual relations is strongly reminiscent of the marriage contract (for fourteenth-century marriage contracts, see Pollock and Maitland 369-70, 374-76; Brundage's *Law, Sex, and Christian Society* 264-69, 334-35, 352-55; Sheehan 38-41; Makowski 129-39). Yet so far, few of the critics commenting on Chaucer's contractual language (i.e., Braswell, Morgan, and Brundage in "Playing By The Rules") have discussed the influence of marital contracts per se. And none have explained delayed consummation between lovers like Alisoun and Nicholas as a natural consequence of influence from the marital model.

The contractual, even legalistic language adopted by many of Chaucer's lovers is striking given the informality and extra-legal nature of the relationships themselves. Alayn of the *Reeve's Tale*, for instance, borrows the term "esement" from property law (4186) to justify sex with Malyne. Other examples abound: Daun John of the *Shipman's Tale* borrows the legalism "certeyn tokenes" to describe his ejaculate (359), while both Arcite in the *Knight's Tale* and the falcon of the *Squire's Tale* adopt the language of debt when they offer "seuretee" (1604; 528). The emphatically official nature of lovers' oaths, though common, also deserve mention. Nicholas and Alisoun of the *Miller's Tale* cannot simply promise fidelity; they have to be "accorded and ysworn" (3301).

They could not be more heedful of the binding nature of words if they stood in a courtroom or at the portals of a church.

How do lovers' rituals resemble those of marriage? In two ways: 1) they give importance to the contractual moment by making the future relationship contingent on prior verbal agreement, and 2) they adopt some of the linguistic patterns customarily associated with engagement and marriage. A third, less significant resemblance should also be noted: the accoutrements of marriage and engagement ceremonies (i.e., the giving of gifts) reappear in this new context (for details, see Ingram 45; Stone 18-19).

One of the words most frequently used to establish the contractual nature of an otherwise extra-legal relationship in the *Canterbury Tales* is the noun "accord," or the verb form "accorden" ("we fille accorded," for instance). This word had all kinds of applications, but when applied to any sort of arrangement between a man and a woman, it generally meant marriage. Indeed, the "accorden of mariage" was so common that the *Middle English Dictionary* made this the first definition of the verb (s.v. "accorden" 1a). Joseph in the *Chester Mystery Cycle* uses the word twice in this sense. He even explicates the phrase, "an ould man and a maye / might not accord by noe way," as "lett never an ould man / take to wife a yonge woman" ("The Annunciation" 125-26). Chaucer retains this sense of the word, using it to describe the marriage of Dorigen and Arveragus in the *Franklin's Tale*, as well as Palamon's marriage to Emelye in the *Knight's Tale*, the Sowdan's marriage to Custance in the *Man of Law's Tale*, and Pyramus's marriage to Thisbe in the *Merchant's Tale* (FrT 741, 97; KnT 3082; MLT 238; MerT 2130).

This is not the only sense of the word accord, but non-marital, non-sexual accords typically exclude couples. Instead, such accords bind a king and a parliament, or people within a nation, or two friends, or God and man. Until Chaucer instigated them, non-marital accords between a man and woman were rare, and the word was almost never applied to private, sexual agreements between lovers. In part, this is due to the ceremonial nature of the word. In the MED, the word appears to describe legally binding agreements between a lord and his tenants, public judgments, or formal leave-takings (s.v. "accord" 1a). The word might be used formulaically in legal documents, as in "wyth outen accorde or assent of the forsaid sir Roger" (document in Flasdieck *Origurk*; MED s.v. "accord" 1b). It may also signify public, political alliances, as when the legat and archbishop of the Gloucester Chronicle "come to makie accord" with their king, and the kings of France and England were "made acord" in Capgrave's *Chronicle* (MED s.v. "ac-

cord" 5). Religious applications like "make thou, gode lorde, my body & my soule of one a-corde," (the *LF Mass Book*) differ, but only in their metaphorical application; the personified soul and body are simply pictured as two separate, contracting entities (MED s.v. "accord" 3). Before Chaucer, the word was rarely used in a casual, private, non-ceremonial sense.

Nonsexual senses of the word appear in Chaucer only twice (in the *General Prologue* and the *Pardoner's Tale*), and both times "accord" emphasizes the formal, social, and binding nature of the agreement. Indeed, the comedy of the Prologue's accord, and the irony of the Pardoner's, depend upon the solemnity of the procedure: the novelty of seeing a knight and a prioress "under the yerde" of a tavern-keeper is heightened by the emphatic legalisms, while the *Pardoner's Tale* ratifies a murderous accord with an oath sworn on the swearers' brotherhood with the victim (808, 823).

Clearly, since Chaucer tended to exaggerate the public and ceremonial elements of these accords, he was acutely aware of them. This is even more true of his marriage contracts. In fact, Chaucer is continually amplifying the formality of nuptials and pre-marital agreements. In the *Merchant's Tale*, for instance, Chaucer spends 74 lines describing the various legalities that lead to marriage, including the "scrits and bond / By which that she [May] was feffed in his land." This is in addition to the legalities to come: the church, the sacrament, the priest, "usage," and "solempnitee," that concluded the ritual. The *Clerk's Tale* elaborates even more: 156 lines are devoted to the meticulous marriage negotiations, not including the pre-marital deal-making between Walter and his subjects (who "sworen and assenten / to all this thyng" for 21 lines more). A "tretys," oaths, a future-tense betrothal, witnesses, the crucial words *per verba de praesenti*, the ring, and subsequent feast must all be spelled out before Griselde can safely claim her new position. Theseus gives us more; in addition to the word "accord" and the same formulaic phrase, the *Knight's Tale* gives us a formal parliament, legal language like "pointz and caas," marriage as "alliance," and the giving of Emelye's hand. By comparison, the Franklin is relatively concise; it takes him only 58 lines to get from the preliminary "accord" to the concluding "accordeth," oaths and formula included (i.e. "for housbonde and for Lorde . . ."). There is, then, some difference between the various marriage ceremonies of the *Tales*. Certain features, however, are constant: a contractual word like "accord" or "tretys," together with selected rituals (i.e., oaths, for instance). So when the

same combinations appear in sexual bargains outside marriage, the distinction between the two is inevitably blurred.

When Nicholas and Alisoun arrange their liaison in the *Miller's Tale*, they "are accorded and ysworn" (3301) with reiterated oaths and conditional promises like any new-married Chaucerian couple. But the resemblance does not end there. Why, if the husband is so conveniently away at Oseneye, do they not enjoy each other immediately instead of waiting and promising and finally manufacturing an opportunity they already possess? Or to put it another way, why does an episode that begins with the tactile persuasions of the Clerk culminate in words only? Even the anticipatory pats about the loins seem, like the words they accompany, mere promises of delights to come. There is no suggestion that the couple restrains themselves because either the husband's or apprentice's arrival is imminent; Chaucer could have easily inserted some such inconvenience, had he thought it necessary. Obviously, he did not. Why?

This is, in effect, the same question readers ask the Wife of Bath when she arranges her provisional contract with Jankyn in the fields. Why, with her husband absent and all the "leyser to pleye" she could ask for, does the Wife think this the perfect moment for a long talk? "Leyser," according to Alisoun and the Wife of Bath, was a decidedly scarce commodity, not easily found, and not to be wasted. Yet with one exception (Aleyn's seizing of Malkyn in the *Reeve's Tale*, to be discussed below), Chaucer puts at least hours, and frequently days, between the preliminary agreement of lovers and their subsequent sexual acts.

The reason, I think, is the same in both cases and has to do with its origins in the marriage contract: Chaucer has transferred to the extra-marital affair another common feature of courtship and marriage. Between a public engagement to marry (the declaration of intent) and the marriage itself, there was almost always some delay; at the very least, some hours of celebration passed between the exchange of vows and the bedding of the bride. Delay gave the contract more drama and made the exchange of vows memorable and significant. This was highly desirable in a society which made verbal commitments all-important, whether from a legal, social, financial, or ecclesiastical standpoint. Delay, moreover, gave both parties time to consider the consequences while it was still possible to dissolve the engagement by mutual consent. Arguably, Aurelius's release of Dorigen after he has fulfilled the

contract and before he has sex with her, constitutes an illicit parallel to such a dissolution. And delay allowed the couple to establish the parameters of the relationship ahead of time.

Nicholas and Alisoun, however, are not in a position to marry, and none of these considerations seem sufficient to explain their delay. Indeed, the mutual desire of both parties, an absent husband, a lover wise in the ways "of deerne love," plus the convenience of living in the same house, all suggest quick action. The delay, then, is not plot driven; instead, Chaucer has transmitted to his illicit lovers the pragmatic impulse, grounded in law and religion, to isolate and emphasize the contractual moment. Much the same impulse prompts the Wife to bring her gossip Alys with her in the fields. Sex in this case will come later, on the death of the fourth husband. What the Wife wants now is a provisional business arrangement with Jankyn—and a witness. Since her agreement, like Nicholas's, is strictly unofficial, neither witness nor oath serve any legal purpose. Rather, the delay that is always a feature of the marital model has been adapted to serve another purpose: to add drama and heighten anticipation.

This scene recurs with variation in tale after tale. Chaucer calls such extra-legal sexual negotiations "purveiance." First elevated into a custom by the Wife of Bath (who uses a form of the word three times in 25 lines), purveyance complements the courtship and marriage rituals recognized by medieval society. Instead of concluding with marriage, purveyance is an ongoing process. Here Chaucer has adapted a word not usually used about sex in the Middle Ages. The MED cites the Wife's use under "the act of procuring or providing that which is necessary, esp. food, equipment" (s.v. "purveiance" 3a). Sex is, however, the item of choice among Chaucer's purveyors. The illicit accord sworn by Nicholas and Alisoun is made possible by "purveiance" (MilT 3566), as are Troilus's rendezvous with Criseyde (TC 3.533, see also 2.504) and Aurelius's attempted seduction of Dorigen in the garden of the *Franklin's Tale* (904). In the latter case, provisioning with "vitaille and oother purveiance" leads immediately to Aurelius's arrival in the garden, as if he were the unspoken "other" purveyed for Dorigen's delectation. And the *Miller's Tale* likewise associates sexual provisioning with food (what are the tubs and vitaille purveyed for?). The husband as the socially designated lover has one idea, while Nicholas and Alisoun have quite another. Licit relationships, however, are never described as "purveiance" in the *Canterbury Tales*; this word applies only to activities organized in opposition to, or at least unrecognized by, society at large. In effect, then, purveiance constitutes a sub-structure parallel to,

but largely hidden from legal, formal, and ceremonial structures such as marriage.

Often, the phenomenon of extra-marital "purveiance" is more interesting to Chaucer than the adultery itself. The *Shipman's Tale*, for instance, has more contractual language than the *Miller's Tale*, plus two accords between a man and a woman, all centering on the wife's negotiation with Daun John. Mary Flowers Braswell has already analyzed the extensive legal language of the *Shipman's Tale*, such as the Wife's use of oaths and "day certeyn."¹ Precise terms like these, together with the more general language of sale and service, make this passage virtually a parody of a contract such as the wife's husband might make in the course of his financial transactions. Nevertheless, their illicit contract cannot close without echoing the marital model:

This faire wyf acorded with Daun John
That for thise hundred frankes he sholde al nyght
Have hire in his armes bolt upright:
And this acord performed was in dede. 314-17

The repetition is emphatic, and the last line plays on the bedding of the bride as the performance of a marital contract. Yet the hundred franks, together with the carefully limited time frame ("al nyght," but only one), make the actual nature of the transaction clear while heightening its mercantile and contractual associations. Chaucer even hastens to reassure the reader that both parties promptly performed their share of the contract, thus pretending to relieve our anxiety on this score and ignoring his own radical revision of the marital accord. The effect is highly comic and ironic. By equating all contracts, Chaucer has linguistically equated marital relations with the most pragmatic infidelity.

Indeed, as a parody of unambiguous, lawyerly precision, the accord of Daun John and the merchant's wife has no equal. The narrator even goes out of his way to spell out the exact position of Daun John ("in his armes bolt upright"), though this is not strictly necessary; the simple phrase "in his armes," together with the "al nyght" of the preceding line, would amply convey sexual activity. And once the narrator has meticulously spelled out the exact nature of the service rendered, he just as carefully avoids any further description. Nothing could be dryer than the summary, "this acord performed was in dede." The contrast between this mundane, businesslike voice, and the "bolt upright" that preceded it, is deliciously calculated.

Only one *Canterbury Tale* does not follow this pattern: the *Reeve's Tale*. Not only does this tale fail to put an interval between sexual contact and the preliminary negotiation, it seems at first, to skip the latter altogether: no purveyance, no accord, not so much as a "hello" before immediate intercourse (as if, to omit the accord which came so naturally to him, Chaucer had to leave out the conversation entirely). In its place, however, stands something very much resembling a legal brief made by Aleyn to his buddy John. In lieu of the customary contract between the sexes, Aleyn appeals to an over-arching legal principle to justify the initiation of sexual relations with Malyne. As if some sort of legal contract were absolutely necessary before relations, Aleyn constructs an implied contract available, he says, to all injured men. Notice that, while the application is distinctly Aleyn's, the conception and language have been drawn from a court of law:

Some *esement* has *lawe* yshapen us
 For, John, *ther is a lawe that says* thus:
 That gif a man in a point be agreved,
 That in another he sal be releved...
 And syn I sal have neen *amendement*
 Agayn my *los*, I will have *esement*.
 By Goddes sale, it sal neen other bee! 4179-87
 (italics mine)

The assumptions behind Aleyn's use of the phrase "esement," like his governing principle of compensation for loss and his explicit references to "law," are strongly reminiscent of those held by the Shipman's wife in the famous "taillying" exchange. She, too, promises her husband "esement" in compensation for his losses: "score it upon my taille, / And I shal paye as soone as ever I may" (416-17). This is, in effect, what the Wife of Bath offers as well, when she lets her husband choose to control either her possessions or her body: "Thou shalt nat bothe, thogh that thou were wood, / Be maister of my body and of my good; That oon thou shalt forgo, maugree thyne yen" (313-15). In all these cases, private arrangements, like public ones, are *quid pro quo* in nature; only the commodities and services rendered differ.

Finally, Aleyn's explication of the legal principles behind gender relations receives some confirmation from the assumptions Malyne herself makes once they have spent the night together. According to law, engaged couples who had sexual intercourse were automatically married whether or not they had exchanged vows to that effect. And in

Chaucer, at least, the sexual act seems to have a proportionate effect. Malyne, come morning, does not assume that she and the clerk are married, but she does assume that she and Aleyn are committed to each other; an implicit contract has been established. Her own commitment is easily seen from her gift, her affection, and her weeping at his departure. In response, Aleyn swears—literally, “seals,” in imitation of the seal on a legal document—that he is her clerk forevermore.

Almost every sexual relationship in the *Canterbury Tales* is cast as a contract—real or in potentia. The metaphor is so ingrained that a reader must look long and hard to find any *Canterbury* couple who does not conceive of their relationship in these terms. The social outrage occasioned by the rape that opens the *Wife of Bath's Tale*, for instance, testifies to the vitality of the contractual model and the importance of consent. So great is the “clamour” and “pursute” that the knight is immediately condemned to die “by cours of law . . . swich was the statut tho” (891-93). In the *Physician's Tale*, when legal corruption takes from Virginia and her father the opportunity to negotiate her sexual contract, society again rises up in support: “But right anon a thousand peple in thraste . . . for routhe and pitee” (260-61). Private contracts are not so rigorously protected, however, and only those that manage to recapture the consent and commitment properly belonging to marriage survive intact. But that they exist at all—that people under the influence of passion and acting without the countenance of their community stop again and again to formulate their own contracts in the language most familiar to them—suggests how large they loomed in Chaucer's imagination.

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¹ Robert J. Blanch and Julian N. Wasserman, while focusing on *Sir Gawain and the Green Knight*, explain much the same phenomena in “Medieval Contracts and Covenants: The Legal Coloring of *Sir Gawain and the Green Knight*,” *Neophilologus* 68 (1984): 598-610.

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